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April 5, 2002

VIA FACSIMILE

Mr. Thomas J. Krueger, C-14J
U.S. Environmental Protection Agency
Office of Regional Counsel
77 West Jackson Boulevard
Chicago, Illinois 60604

Re: Downers Grove Groundwater Site – Arrow Gear Company

Dear Tom:

In response to the April 4, 2002 letter from Steve Faryan regarding the above-referenced Site, I am writing on behalf of Arrow Gear Company to inform you that Arrow Gear will grant access to the U.S. EPA and its contractors for purposes of staking out potential sampling locations during the week of April 8, 2002. The contact person for scheduling purposes should be Michael Cervinka, Director of Facilities, who can be reached at (630) 969-7640, ext. 235. Please provide Mr. Cervinka with at least 24 hours notice of the site visit. In addition, please note that Arrow Gear can not be available to participate in the initial site visit on Thursday, April 11th, but any other day that week is acceptable.

With respect to subsurface investigation or other sampling or invasive activities, Arrow Gear would like to request some additional written assurances from the U.S. EPA or its contractors, particularly with respect to insurance issues and repairs to its property. In that regard, I have drafted a proposed Access Agreement, which is attached hereto, in order to expand on the concepts outlined in the Agency's short form of consent.

In the interest of cooperation and expedience, I have limited the scope of the access agreement to issues we already discussed and to provisions that the U.S. EPA has agreed to at other sites. Also, although it was not clear to me until receiving the April 4th letter that the Illinois EPA was requesting access, we are interested in similar assurances from that agency and its contractors. Thus, please let me know if there is someone at IEPA that should be contacted. Finally, I should note that the consent form attached to Mr. Faryan's letter is significantly broader than the consent form that you provided to me previously, as it refers to containment and response actions. Until the data is gathered and analyzed with respect to the properties identified

NEAL, GERBER & EISENBERG


Mr. Thomas Krueger
April 5, 2002
Page 2

in the initial scope of work, we do not feel that it is appropriate to expand the consent beyond the sampling and investigatory activities.

In addition, as we discussed, I would appreciate being provided with a draft Scope of Work that covers the other facilities that will be tested during this round of investigation, as well as a copy of the Parsons report or any other summary report that contains more complete information on the sampling data acquired to date in this area.

Please contact me to discuss these issues at your earliest convenience.

Sincerely,



Michael J. Hughes

MJH:jmo

Encl.

cc: Steve Faryan (via fax)
Michael Cervinka (via fax)

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ACCESS AGREEMENT

This Access Agreement ("Agreement") is made and entered into by and between Arrow Gear Company ("Arrow Gear") and the United States Environmental Protection Agency ("USEPA"), collectively referred to as the "Parties".

WHEREAS, Arrow Gear is the owner of certain real property located in Downers Grove, Illinois at 2301 Curtiss Street ("Property");

WHEREAS, USEPA has the authority pursuant to the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et. seq.* ("CERCLA"), Section 104, to enter the property for the purposes described herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Arrow Gear hereby grants to the USEPA, its officers, employees, contractors and authorized representatives a right of entry and access at all reasonable times to the Property to conduct sampling and investigatory activity, including but not limited to the activities described or outlined in the attached draft work plan ("Work").

2. USEPA and its contractor(s) shall provide Arrow Gear with at least two (2) business days notice of all Work to be conducted on the Property, and shall make reasonable efforts to coordinate the scheduling of Work with the person designated as the site contact for Arrow Gear and to minimize business interruption. If requested, USEPA shall offer split samples to Arrow Gear of all samples collected at the Property.

3. USEPA and its contractor(s) shall be responsible for locating any underground utilities on the Property prior to commencement of the Work.

4. USEPA and its contractor(s) agree to restore the Property to the condition it was prior to the Work described herein. USEPA and its contractor(s) shall repair, at their sole expense, any and all physical damage to the improvements or other property of Arrow Gear caused by the USEPA or its employees, agents, contractors, licensees, or invitees during activities or Work performed under this Agreement. Arrow Gear agrees not to interfere with any activity of USEPA and its contractor(s) pursuant to USEPA's rights under this Agreement.

5. Within fourteen days from the date USEPA receives analytical results for any sampling conducted on the Property or any reports relating to such sampling, USEPA shall provide copies of such results or reports to Arrow Gear.

6. Arrow Gear certifies that this Agreement is entered into voluntarily with full knowledge of its right to refuse and without threats or promises of any kind. This Agreement shall continue in full force and effect for a period of sixty (60) days from the date this Agreement is executed by both Parties.

7. Prior to commencing the Work, USEPA's contractor(s) shall name Arrow Gear as an additional insured under its comprehensive general liability insurance policies, errors and omissions policies, pollution liability policies, environmental impairment liability policies and automobile policies and shall provide Arrow Gear with evidence of the insurance required by this paragraph.

8. While on the Property, USEPA and its contractor(s) shall ensure that all work performed on the Property will be performed in a workmanlike and environmentally sound manner and in accordance with all applicable laws and Agency guidance including, but not limited to, all environmental laws and regulations, and all laws and regulations pertaining to worker occupational safety and health.

9. USEPA and its contractor(s) shall be responsible for the proper removal and disposal of any and all waste materials generated in the execution of the Work described in Paragraph 1.

10. Nothing in this Agreement shall be construed or interpreted as a waiver of Arrow Gear's right to withdraw its consent to entry and access at any time, without cause.

11. Each person signing this Agreement warrants and represents that he or she has the power and authority to do so.

12. It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

IT IS SO AGREED.

ARROW GEAR COMPANY

By: _____
Name: _____
Title: _____
Date: _____

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: _____
Name: _____
Title: _____
Date: _____

NGEDOCs:14107.0003;721658.1